



DESERT SANDS UNIFIED SCHOOL DISTRICT
47-950 DUNE PALMS ROAD, LA QUINTA, CA 92253

Contract #: C-0003877

Date: 01/08/2019

Contract number must appear on all packages and documents.

Vendor: 102987 GAGGLE.NET, INC. 2205 E. EMPIRE, STE B BLOOMINGTON, IL 61702 Phone: 800-288-7750 P.O. Send:	DIR#:	Buyer: ANALISA MAGGIO Phone: 760-771-8569 Payment Terms: NET30 Terms & Conditions: SEE PURCHASING WEB PAGE FOB: Technology	Fax: 760-771-8574
Deliver on or Before: Ship To: DESERT SANDS WAREHOUSE 47950 DUNE PALMS RD. LA QUINTA, CA 92253 Fax:	Bill To: FISCAL SERVICES 47950 DUNE PALMS RD. LA QUINTA, CA 92253 Fax: 760-238-9652		
Originators: MARY HELEN ESTRIN (R0092455)			
Item Name			Total
1. DRIVE - STUDENTS Description: DRIVE - STUDENTS Gaggle Safety Management for Google Drive - Students SERVICE TERM: DECEMBER 1, 2018 - NOVEMBER 30, 2019 03-881-1100-0-0000-7700-5640			10,730.00
2. STUDENTS (DRIVE & EMAIL) Description: STUDENTS (DRIVE & EMAIL) Gaggle Safety Management for Google - Students (Drive + Email) SERVICE TERM: DECEMBER 1, 2018 - NOVEMBER 30, 2019 03-881-1100-0-0000-7700-5640			30,736.00
Note: Contract #: 2018-47266 Gaggle Quote #47266 SERVICE TERM: DECEMBER 1, 2018 - NOVEMBER 30, 2019			
			Total Line Items: 41,466.00 Discount: .00 Sub-Total: 41,466.00 Tax: .00 Freight: .00 Order Total: 41,466.00

Authorized Signature

C 0 0 0 3 8 7 7

✓ Range
✓ Pay Log

DESERT SANDS UNIFIED SCHOOL DISTRICT

PURCHASE REQUISITION
R0092455

Fiscal Year: 2019
Date: 12/20/2018 2:38:28 PM

Vendor: 102987 GAGGLE.NET, INC. 2205 E. EMPIRE, STE B BLOOMINGTON, IL 61702	Bill To: FISCAL SERVICES ATTN: DR. KELLY 47950 DUNE PALMS RD. LA QUINTA, CA 92253	Ship To: DESERT SANDS 47950 DUNE PALMS RD. LA QUINTA, CA 92253
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Entered: 12/20/2018 Due: 01/19/2019 Status: SUBMITTED FOR APPROVAL Change Date: 12/20/2018	Originator: MARY HELEN ESTRIN Phone: 18582 Worksite: TECHNOLOGY Requestor: DR. KELLY MAY-VOLLMAR Category: TECHNOLOGY Technology services and fees	Requisition Discount: 0.00% 0.00 Requisition Freight: 0.00% 0.00 Total of Lines: 41,466.00 Discount: 0.00 Sub-Total: 41,466.00 Tax: 0.00 Freight: 0.00 Grand Total: 41,466.00
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Approvals:
MAY-VOLLMAR, KELLY Pending
KING JR, CHARLES Pending

Line No.	Item Name																
1	DRIVE - STUDENTS																
<table border="1"><thead><tr><th>Quantity</th><th>U/M</th><th>Unit Cost</th><th>Sub-Total</th><th>Discount</th><th>Tax</th><th>Freight</th><th>Total Amount</th></tr></thead><tbody><tr><td>10730</td><td>EACH</td><td>1.00</td><td>10,730.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>10,730.00</td></tr></tbody></table>		Quantity	U/M	Unit Cost	Sub-Total	Discount	Tax	Freight	Total Amount	10730	EACH	1.00	10,730.00	0.00	0.00	0.00	10,730.00
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Delivery Instructions:																	
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THIS IS NOT A VALID PURCHASE ORDER																	

DESERT SANDS UNIFIED SCHOOL DISTRICT

PURCHASE REQUISITION

R0092455

Fiscal Year: 2019

Date: 12/20/2018 2:38:28 PM

Internal Notes:

CONTRACT #: 2018-47266
GAGGLE QUOTE #47266

CUSTOMER GROWTH SPECIALIST | GAGGLE
P.O. BOX 1352 - BLOOMINGTON, IL 61702
P: 800.288.7750 F: 309.685.0171

SERVICE TERM: DECEMBER 1, 2018 - NOVEMBER 30, 2019

BOARD APPROVED 12/18/2018

External Notes:

Contract #: 2018-47266
Gaggle Quote #47266

THIS IS NOT A VALID PURCHASE ORDER

***Annual Organizational Meeting & Regular Board Meeting**

December 18, 2018 7:00 PM

District Education Center Boardroom 47-950 Dune Palms Road, La Quinta, California - Closed Session at 5:45 p.m. - Front & Center at 6:30 p.m. - Open Session at 7:00 p.m.

Agenda Item: Agreement with Gaggle.Net, Inc.

Rationale: Technology requests to enter into an agreement with Gaggle.Net, Inc., to provide Desert Sands Unified School District students with a safety management email solution that provides human monitoring of student emails and Google Drive for inappropriate content, from December 1, 2018, to November 30, 2019.

Trained professionals evaluate content 24/7/365, filter out false positives, and send an email regarding non-life-threatening items to designated staff. For potential life-threatening situations, school officials are notified via phone.

School administrators receive access to an interactive dashboard for insight into incidents and help keep students on track. Gaggle.Net also has machine learning technology, which reveals potentially harmful content in email, documents, shared files, images, photos, and more.

Submitted by:

Kelly May-Vollmar, Ed.D., Chief Innovation and Information Officer, Education Technology

Jordan Aquino, Assistant Superintendent, Business Services

Recommended by:

Scott L. Bailey, Superintendent

Recommended Motion: Recommended Motion:

Approve an agreement with Gaggle.Net, Inc., to provide student safety management email solutions that provide human monitoring of student emails and Google Drive for inappropriate content, from December 1, 2018 to November 30, 2019, in a total amount not to exceed \$41,466, to be paid from technology funds.

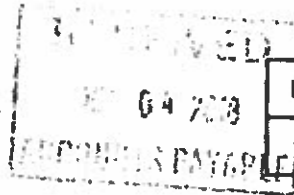
Financial Impact: Payment for services, in the amount not to exceed \$41,466, to be paid from technology funds.

Attachments:
2018-2019 Gaggle Contract
2018-2019 AB 1584 Gaggle



Gaggle.Net, Inc.
P.O. Box 1352
Bloomington, IL 61702

Invoice



Invoice Date	Due Date	Invoice No.
12/01/2018	12/31/2018	36952

Invoice To
Desert Sands Unified 47950 Dune Palms Rd La Quinta, CA 92253-4000 US

Ordered By
Desert Sands Unified Attn: Accts Payable 47950 Dune Palms Rd La Quinta, CA 92253-4000 Attn: Kelly May-Vollmar

SC Date	Doc No.	BAN	Contract	PO No.	T-Rep
12/1/2018	47266	14215-000			BJG

Item	Description	ServStart	ServEnd	Quantity	Rate	Amount
1808-S	Gaggle Safety Management for Google - Student	12/01/2018	11/30/2019	18,080	1.70	30,736.00
1804-S	Gaggle Safety Management for Google Drive - Students	12/01/2018	11/30/2019	10,730	1.00	10,730.00

APPROVED FOR PAYMENT	
PO/Req # <u>C3877</u>	Date <u>1/8/19</u>
Signature	
Printed Name <u>Kelly May-Vollmar</u>	
Forward to Account Payable	

www.gaggle.net

Tel 800.288.7750
Fax 309.685.0171

**Safe Tools for
21st Century
Learning**

Remittance Instructions

Gaggle.Net Inc
Account No. 198580331
ABA RT No. 071000013
Swift Code: CHASUS33

FEIN 04.3602422

JPMorgan Chase Bank NA
131 South Dearborn 8th Floor

Total (USD) \$41,466.00

Payments/Credits \$0.00

Balance Due \$41,466.00

Thank you for your business.



CONTRACT FOR SERVICES

Contract Number: 2018- 47266

This contract by and between Gaggle.Net, Inc. (Gaggle) and Desert Sands Unified School District - La Quinta CA (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 47266 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term

Service Commencement Date: 2018-12-01

Service End Date: 2019-11-30

3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.


4. Incorporation by Reference

Gaggle's applicable Quote, Terms of Service, and Service Level Agreement and are hereby acknowledged and incorporated into this contract by reference.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.


Authorized Representative of Gaggle 11/21/18 Date


Authorized Representative for 12/20/18 Date
Desert Sands Unified School District - La Quinta CA



Gaggle.Net, Inc.
P.O. Box 1352, Bloomington, IL 61702-1352
800-288-7750 Fax: 309-665-0171
FEIN: 04-3602422

Gaggle Quote # 47266

Prepared for

Desert Sands Unified School District - La Quinta CA

Service Details			
Service Description	Quantity	Unit Price	Item Total
Gaggle Safety Management for Google - Student (Drive + Email)	18,080.00	\$1.70	\$30,736.00
Gaggle Safety Management for Google Drive - Student	10,730.00	\$1.00	\$10,730.00
		Total*	\$41,466.00

Pricing Term: 12 Month Annual

Service Term: 2018-12-01 - 2019-11-30

Valid Through: 2019-02-19

Additional Info:

*Does not include any applicable sales tax.

**CALIFORNIA EDUCATION CODE SECTION 49073.1 AMENDMENT TO GAGGLE
CONTRACT FOR SERVICES 2018-47266 BETWEEN
DESERT SANDS UNIFIED SCHOOL DISTRICT AND GAGGLE.NET, INC.
("AMENDMENT")**

This Amendment is made part of and modifies the Gaggle Contract for Services 2018-47266 dated November 21, 2018, and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between the Desert Sands Unified School District ("District") and Gaggle.Net, Inc. ("Vendor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

RECITALS

WHEREAS, through the Agreement Vendor provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, as a California school district, District is subject to certain provisions of the California Education Code;

WHEREAS, District is a "local educational agency" under California Education Code section 49073.1(d)(3), which defines "local educational agency" as including "school districts, county offices of education, and charter schools;"

WHEREAS, Vendor is a "third party" under California Education Code section 49073.1(d)(6), which defines "third party" as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, California Education Code section 49073.1 requires that any contract for the provision of services entered into between District and Vendor contain provisions specified in sections (b)(1) through (b)(9) of California Education Code section 49073.1;

WHEREAS, District and Vendor desire to amend the terms of the Agreement to satisfy the requirements of California Education Code section 49073.1.

NOW THEREFORE, DISTRICT AND VENDOR AGREE TO THE TERMS IN COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTION 49073.1:

1. **Definitions:** As used in herein the following terms are defined as follows:
 - a. "Amendment" means this California Education Code Section 49073.1 Amendment To Gaggle Contract for Services 2018-47266 between District and Vendor.
 - b. "Adult Pupil" means a Pupil who has reached 18 years of age.

- c. "Agreement" means the Gaggle Contract for Services 2018-47266.
- d. "District Data" means documents, information and data, including Pupil Records, submitted to Vendor by District for processing through Vendor's services and/or documents, information and data input or maintained by District through Vendor's services.
- e. "Deidentified Information" means information that cannot be used to identify an individual Pupil.
- f. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.
- g. "Pupil" means a student of District.
- h. "Personally Identifiable Information" includes: 1) the Pupil's name, 2) the name of the Pupil's parent or other family members, 3) the address of the Pupil or Pupil's family, 4) a personal identifier, such as a Pupil's social security number, Pupil's number, or biometric record, 5) other indirect identifiers, such as the Pupil's date of birth, place of birth, and mother's maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.
- i. "Pupil Records" means both of the following regardless of how otherwise defined or described in the Agreement: 1) any information directly related to a Pupil that is maintained by District, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other District employee. "Pupil Records" does not mean aggregated Deidentified Information used by Vendor for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the effectiveness of the Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
- j. "Pupil Generated Content" means materials created by a Pupil, including but not limited to essays, research reports, portfolios, creative writing, music or other audio files, photographs; but it does not include Pupil responses to a standardized assessment where Pupil possession and control would jeopardize the validity and reliability of that assessment.

2. Ownership and Control of District Data, Including Pupil Records. All District Data,

including Pupil Records, remain the exclusive property of District and District retains exclusive rights, ownership and control thereto.

3. **Ownership and Control of Generated Content.** The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: These procedures are outlined in the Service Provider's Student and Staff Data Privacy Notice: <https://www.gaggle.net/student-data-privacy-notice/>
4. **Use of Pupil Records.** Vendor shall not use Pupil Records to which it has access by way of the Agreement for any purpose other than those required or specifically permitted by the Agreement.
5. **Review and Correction of Pupil Records.** Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: These procedures are outlined in the Service Provider's Student and Staff Data Privacy Notice: <https://www.gaggle.net/student-data-privacy-notice/>

Vendor shall direct all requests to review and/or correct erroneous information to District through the following contact information:

REQUEST TO CORRECT PERSONAL INFORMATION

Gaggle.Net, Inc.

Phone: 800-288-7750 | Email: support@gaggle.net

6. **Security and Confidentiality of Pupil Records.** Vendor will do the following to ensure the security and confidentiality of Pupil Records:
 - a. Designate an employee responsible for the training and compliance of all Vendor employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Amendment.
 - b. Vendor will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect District Data from any and all unauthorized access and disclosures.
 - c. Vendor represents and warrants that it has designated an individual responsible for training Vendor employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
 - d. Vendor shall not disclose Pupil Records, except as specified under the terms of the Agreement, this Amendment or as required by law.
 - e. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of District,

Parents or Adult Pupils.

- e. Vendor warrants that all confidentiality and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by Vendor, if any, to execute the terms of the Agreement.
- f. Vendor warrants that all Pupil Records will be encrypted in transmission and storage.
- g. Vendor will use appropriate and reliable storage media, regularly backup Pupil Records and retain such backup copies for the duration of the Agreement.
- h. Vendor warrants that all Pupil Records will be stored in the United States.
- i. Vendor warrants that all confidentiality and security measures identified in this Amendment will be extended by contract to any and all subcontractors used by Vendor, if any, to execute the terms of the Agreement or this Amendment.

Compliance with this requirement shall not, in itself, absolve Vendor of any liability in the event of an unauthorized disclosure of Pupil Records.

7. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records the following process will be implemented:

- a. Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, District and Vendor agree to notify the other party, fully investigate the incident and fully cooperate with District's investigation of the incident, implement remedial measures and respond in a timely manner.
 - i. Parent or Adult Pupil will be immediately notified of:
 - (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
 - (2) the specific Pupil Records that were used or disclosed without authorization;
 - (3) what Vendor and District have done or will do to mitigate any effects of the unauthorized use or disclosure; and
 - (4) what corrective action Vendor and District have taken or will take to prevent future occurrences.
- b. Except as otherwise required by law, Vendor will not provide notice of the

incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from District.

Compliance with this requirement shall not, in itself, absolve Vendor of any liability in the event of an unauthorized disclosure of Pupil Records.

8. Retention and Destruction of Pupil Records. Vendor warrants that upon the termination of the Agreement, Vendor will securely transmit all District Data, including Pupil Records, to District in a mutually agreed upon format, without retaining any copies of District Data. In the alternative, and subject to a written request from District, Vendor will securely destroy all District Data, including Pupil Records, upon termination of the Agreement. Vendor will then provide verification to District that the District Data not otherwise returned to District was destroyed pursuant to District's written request, the date of destruction and the method of destruction. If Pupil chooses to establish or maintain an account with Vendor for the purpose of storing Pupil Generated Content, this provision shall not apply. Notwithstanding this provision, Vendor will comply with all litigation holds and/or court orders to preserve District Data.
9. Compliance with Applicable Laws. As District Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), Vendor will be considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to District through the Agreement. District and Vendor agree that the services provided to District through the Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. District and Vendor will jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code section 49060 *et seq.* The parties shall comply with the following process for compliance with FERPA and California law:
 - a. Vendor and District warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to California Education Code section 49060 *et seq.* and have designated an individual responsible for ensuring compliance therewith.
 - b. Vendor and District shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Amendment to the Agreement and as required by law.
 - c. By the signature of its authorized representative or agent below, Vendor hereby acknowledges that District has provided notice under California Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that


Vendor is strictly prohibited from disclosing Pupil Records to any third party without the prior written consent and direction to authorize disclosure by District.

Compliance with this requirement shall not, in itself, absolve Vendor of its duty to comply with other applicable privacy laws. Vendor hereby agrees to comply with all other applicable federal and state privacy laws.

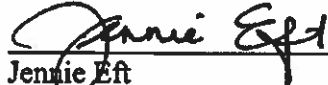
10. Targeted Advertising Prohibited. Vendor shall not use any District Data, including Pupil Records, to engage in targeted advertising during the term of the Agreement, and this provision shall survive the termination of the Agreement.
11. Governing Law and Venue. The Agreement shall be governed by the laws of the State of California with venue in Riverside, California.
12. Material Breach and Termination of Agreement. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Amendment, District, in its sole discretion, shall have the right to provide Vendor with written notice of a fifteen (15) day period to cure the breach. If Vendor fails to cure a breach within that period of time, District may terminate the Agreement immediately. If, in its sole discretion, District determines that cure is not possible, District may provide written notice of immediate termination of the Agreement.
13. Insurance and Indemnity. Vendor shall obtain and maintain for the duration of the Agreement Five Million Dollars (\$5,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. Vendor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorney's fees, which arise as a result of such unauthorized disclosures or misuse District Data, including Pupil Records, or Vendor's breach of any terms of the Agreement or this Amendment, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of District.

As noted above, to the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail and supersede any conflicting and/or inconsistent terms and conditions in the Agreement. Except as specifically modified herein, all other terms and conditions contained in the Agreement between District and Vendor shall remain unchanged and in full force and effect.

Dated this 21st day of November, 2018.



Jordan Aquino
Assistant Superintendent of Business Services
Desert Sands Unified School District



Jennie Eft
Director of Sales Operations
Gaggle.Net, Inc.